ralization of the husband would not confer citizenship on the wife. *In re Rustigian*, 165 Fed. 980 (C. C., D. R. I.).

At common law an alien woman acquired no rights of citizenship by marriage with a citizen. *Count de Wall's Case*, 6 Moore P. C. 216. However, by the above statute passed by Congress the status of marriage with a citizen invests an alien woman with citizenship. *Dorsey* v. *Brigham*, 177 Ill. 250. And it makes no difference that the husband acquires his citizenship after the marriage. *Kelly* v. *Owen*, 7 Wall. (U. S.) 496. Naturalization by marriage secures as complete citizenship as that acquired by judicial proceedings. *Leonard* v. *Grant*, 5 Fed. 11. And the usual statutory requirements of age, education, and moral character are dispensed with. *Renner* v. *Mueller*, 57 How. Pr. (N. Y.) 229. Moreover, the courts have uniformly held that residence in this country is not essential. *Kane* v. *McCarthy*, 63 N. C. 299; *Ware* v. *Wisner*, 50 Fed. 310. But the State Department, to avoid conflicts in international law, has disregarded these decisions. 3 MOORE, INT. LAW DIG. 485–487. In the single previous case in which any question as to the immigration laws arose, a marriage during detention removed the cause for exclusion under such laws in addition to conferring citizenship. *Hopkins* v. *Fachant*, 130 Fed. 839. The difficulty presented in the main case is therefore a new one. That the act should be so construed as to admit persons otherwise excluded by the immigration laws seems unreasonable. Hence the interpretation that residence is necessary reaches the better result. Cf. *Zartarian* v. *Billings*, 204 U. S. 170.

ANIMALS — TRESPASS ON REALTY BY ANIMALS — LIABILITY OF OWNER. — A's bull wandered from his land on to B's, and there injured C, a licensee. A had no knowledge of the vicious propensities of the bull, and it was not proved that he was guilty of negligence. C sought to recover on the ground that the bull was a trespasser, and that therefore the owner was absolutely liable for any injury irrespective of negligence. *Held*, that C is not entitled to to recover. *Peterson* v. *Conlan*, 119 N. W. 367 (N. D.).

At common law the owner of cattle was bound at his peril to keep them from trespassing upon the land of another. *Bileu* v. *Paisley*, 18 Ore. 47. And with those states excepted which hold that the common law is inapplicable to their conditions, all jurisdictions agree that the owner is liable for the natural and probable results of the trespass irrespective of negligence. *Pace* v. *Potter*, 85 Tex. 473; *Lyons* v. *Merrick*, 105 Mass. 71. But there is a conflict of authority as to whether the owner of cattle ignorant of their vicious disposition is liable for injury to the property or person of the landowner that could not have been anticipated. Those jurisdictions imposing an absolute liability proceed upon the theory that damages for the special injury may be recovered as aggravated damages growing out of the primary trespass. And this right has been extended to a licensee. *Troth* v. *Wills*, 8 Pa. Sup. Ct. Rep. 1. This extension is difficult to support, for a licensee has no primary right arising from the trespass. It is submitted that a rule of law is too severe which casts upon the non-negligent owner of cattle a liability for mischief that could not have been anticipated. *Klenberg* v. *Russell*, 125 Ind. 531.

APPEAL AND ERROR — DETERMINATION AND DISPOSITION OF CAUSE — DECISION BY DIVIDED COURT. — On appeal from the judgment of a trial court, admitting a will to probate, three judges voted to affirm; four were for granting a new trial, — one on the ground of undue influence, one on the ground of testamentary capacity, and two on both grounds. There was not a majority for reversal on any one ground. *Held*, that the judgment must be affirmed. *In re McNaughton's Will*, 118 N. W. 997 (Wis.).

In the absence of statutory or constitutional modifications, it is well settled that the decision of a majority of the judges sitting in an appellate court is conclusive. *Gibbons* v. *Ogden*, 5 N. J. L. 1005. Nor is it necessary that their conclusions be based on the same grounds. *Smith* v. *United States*, 5 Pet. (U. S.) 292, 303. The court in the principal case departs from this rule where

the majority favor a reversal on different grounds; for otherwise, it is said, the trial court would have no guide to follow upon a rehearing. The authorities cited do not support this view, nor can it be upheld on theory; for it ignores the distinction between the judgment of the court and the opinions of the judges. *Houston* v. *Williams*, 13 Cal. 24. A statute may require a separate writ of error for each objection, or that each be passed on separately by the court. See PUB. GEN. LAWS OF MD., Art. 5, §§ 4, 9. The majority must then agree on some specific ground for reversal, or the judgment will be affirmed. This result, however, should only be reached by statute, and not, as in the principal case, by an illogical exception to a general rule.

BAIL — CONTRACT WITH THIRD PARTY TO INDEMNIFY SURETY ON BAIL BOND. — The plaintiff was surety on a bail bond for the appearance of one accused of felony. The defendant gave bond to indemnify the plaintiff against loss by reason of the recognizance. The prisoner failed to appear, and execution was awarded against the plaintiff upon the recognizance. *Held*, that the defendant is liable to the plaintiff upon his bond. *Carr* v. *Davis*, 63 S. E. 326 (W. Va.). See NOTES, p. 530.

BILLS OF LADING — EFFECT ON TITLE OF BILL "TO ORDER — NOTIFY." — The vendor of goods shipped them under a bill of lading to its own order with directions to notify the purchaser. The bill of lading was subsequently endorsed to the purchaser and by the latter to the plaintiff. A connecting carrier failed to notify the named purchaser, and delivered the goods to a stranger without surrender of the bill of lading. *Held*, that the connecting carrier is liable to the plaintiff for conversion. *National Bank of Commerce of Kansas City* v. *Southern Ry. Co.*, 115 S. W. 517 (Mo., Kan. City Ct. App.).

It is well settled that a transfer of title is effected by the endorsement and delivery of order bills representing goods in a carrier's hands. *Commercial Bank* v. *Armsby Co.*, 120 Ga. 74. Accordingly, a carrier is a converter if the holder of the bill is deprived of the goods by a wrongful delivery or failure to deliver. *Shellenberg* v. *Fremont, etc., R. R. Co.*, 45 Neb. 487. Different considerations apply to goods shipped on "straight" bills. *Merchants' National Bank* v. *Chesapeake, etc., Steamboat Co.*, 102 Md. 573. For where a carrier has promised delivery simply to a named consignee, the instrument is in effect no more negotiable than a simple promise to a named payee. Though an assignee of such a bill may be deemed the owner of the goods, business custom authorizes delivery by the carrier to the consignee named in a "straight" bill without surrender of the document. *Forbes* v. *Boston, etc., Railroad Co.*, 133 Mass. 154. But a bill "to order — notify" is as negotiable as any order bill. *Atlantic, etc., Bank* v. *Southern Railway Co.*, 106 Fed. 623. And all authority agrees with the principal case in its conclusion that a direction inserted as a protection to the owner of the goods in no way relieves the carrier of liability for their loss. *Furman* v. *Union Pac. R. R. Co.*, 106 N. Y. 579.

CONFLICT OF LAWS — CAPACITY — CONTRACTS CONCERNING LAND IN FOREIGN COUNTRY. — In November, 1903, the defendant in England agreed to give to the plaintiffs, as security for advances made to her husband, two mortgage bonds to be charged on her real property in the Transvaal. In December, 1906, the defendant appointed the plaintiffs' manager to be her attorney to mortgage or transfer the property to the plaintiffs. A married woman was prohibited, by the law of the Transvaal, from becoming surety for her husband, unless certain formalities were complied with. There had been no such compliance by the defendant. The plaintiffs brought this action for specific performance of the agreement of November, 1903. *Held*, that the agreement is void and that the plaintiffs' action therefore fails. *Bank of Africa* v. *Cohen*, 25 T. L. R. 285 (Eng., Ch., Feb. 4, 1909).

Capacity to convey or encumber land, either directly or through an attorney, clearly depends upon the *lex loci rei sitae*. *Swank* v. *Hufnagle*, 111 Ind. 453;